



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
16 STATE HOUSE STATION  
AUGUSTA, MAINE  
04333-0016

JOHN ELIAS BALDACCI  
GOVERNOR

DAVID A. COLE  
COMMISSIONER

April 2, 2004  
Subject: Coplin Plantation  
Project No. BR-1017(700)X  
PIN 10177.00  
**Amendment No. 1**

Dear Sir/Ms.:

Please make the following changes to your Bid Package:

On the "Contract Agreement, Offer & Award" form (2 copies), delete page 1 in both copies and replace with the attached page 1.

Delete "Special Provision, Section 107, Prosecution and Progress (Contract Time)" dated January 28, 2004, one page and replace with the attached "Special Provision, Section 107, Prosecution and Progress (Contract Time)" dated April 2, 2004, one page.

Delete "Special Provision, Section 107, Time (Bridge Closure, Limitation of Operations, & Supplemental Liquidated Damages)" dated October 3, 2003, one page and replace with the attached "Special Provision, Section 107, Prosecution and Progress (Contract Time)" dated April 2, 2004, one page.

Delete "Special Provision, Section 502, Structural Concrete (QC/QA Acceptance Methods)" dated January 23, 2004, one page and replace with the attached "Special Provision, Section 107, Prosecution and Progress (Contract Time)" dated April 2, 2004, one page.

Consider these changes prior to submitting your bid on April 7, 2004.

Sincerely

Scott Bickford  
Contracts & Specifications Engineer



PRINTED ON RECYCLED PAPER

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

\_\_\_\_\_ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at \_\_\_\_\_

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **10177.00**, for the **BRIDGE REPLACEMENT** in the town of **COPLIN PLANTATION**, County of **FRANKLIN**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **MAY 15, 2005**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

### **C. Price.**

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### **C. Price.**

Coplin Plantation  
BR-1017(700)X  
April 2, 2004

SPECIAL PROVISION  
SECTION 107  
PROSECUTION AND PROGRESS  
(Contract Time)

The specified contract completion date is May 15, 2005.

SPECIAL PROVISION  
SECTION 107  
TIME

(Bridge Closure, Limitation of Operations, & Supplemental Liquidated Damages)

The Contractor shall plan and conduct his operations in such a manner that the State Route 16 is open to traffic at all times unless the contractor chooses to use the existing truss as the temporary bridge in which case the following shall be adhered to:

1. The Contractor shall plan and conduct his operations in such a manner that State Route 16 is closed to traffic for a maximum period of 12 hours. The contractor shall maintain traffic on the detour route indicated on the plans with consideration for those requirements of Special Provision 652. During the regular school year Route 16 shall be maintained open to traffic at all times.

2. Should the road remain closed to traffic beyond 12 hours the Contractor shall be assessed supplemental liquidated damages at the rate of One Hundred Dollars (\$100.00) per hour for each hour that the highway and/or bridge remains closed to traffic.

3. This assessment of supplemental liquidated damages will be in addition to the liquidated damages specified in Section 107 of the Standard Specifications.

4. The Contractor shall coordinate the Bridge Closure Notification in accordance with Standard Specification 104.4.10 as modified by Special Provision 104.

Once the Contractor commences work on this project the work shall be continuous through completion. The Contractor shall conduct his operation in such a manner that the bridge will be Complete and open to traffic on or before November 15, 2004. If time does not allow, surface pavement may be placed in the spring. However, all other work shall be complete and the entire bridge shall be open to traffic by November 15, 2004 with a minimum of base pavement. Supplemental liquidated damages will be assessed to the Contractor according to Section 107 of the Standard Specifications for each day the project is not complete beyond the above mentioned time.

SPECIAL PROVISION  
SECTION 502  
STRUCTURAL CONCRETE  
(QC/QA Acceptance Methods)

CLASS OF CONCRETE	ITEM NUMBER	DESCRIPTION	P	METHOD
A	502.219	Structural Concrete Abut. & Ret. Walls	\$500	A
A	526.26	Structural Concrete Roadway and Sidewalk Slab on Steel Bridges	\$500	A
A	502.31	Structural Concrete Approach Slab		B
LP	502.49	Structural Concrete Curbs and Sidewalks		B
LP	526.34	Permanent Concrete Transition Barrier		B

P values listed above reflect the price per cubic meter (M<sup>3</sup>) for all pay adjustment purposes.